

§1 [General Provision]

1. These terms for the provision of maintenance and assembly services (hereinafter referred to as "**TMAS**") shall apply to all legal relations related to contracts the subject of which is the provision of maintenance or assembly services for products, hereinafter referred to collectively as **the services**, by PS Lift Sp. z o.o. with headquarters in Racot, Kościńska 2a, 64-000 Koscián, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznan - Nowe Miasto and Wilda in Poznan, 9th Commercial Department of the National Court Register under the KRS number: 0000327140, TAX number: 6981801753, REGON: 301087117, hereinafter referred to as **the Seller** for contractors hereinafter referred to as **the Ordering Party** (collectively hereinafter referred to as **the Parties**), unless the parties to the contract agree otherwise, by virtue of a separate written agreement.
2. The services should also be understood as the device maintenance inspection service.
3. The Ordering Party shall mean a legal person, an organizational unit without legal personality, and a natural person conducting business activity concluding a contract with the Seller as part of their business activity.
4. TMAS is an integral part of all offers, prospectuses and information of the Seller, the Ordering Party's orders and contracts and is valid for the entire duration of commercial cooperation. By placing an order, the Ordering Party or a person authorized by the OP confirms that he knows and accepts TMAS and agrees to be in force under the legal relationship between the parties.
5. In the event of the contracting template being used by the Ordering Party, the provisions contained therein shall apply only if its validity under the legal relationship binding the parties has been given in writing by the Seller.
6. Unless the Seller provides otherwise, the service offer submitted to the Ordering Party by the Seller shall be valid for 30 days from the date of its delivery by the Seller.
7. Any information, proposal, prospectus or offer provided to the Employer by the Seller does not constitute an offer binding on the Seller within the meaning of the Civil Code.
8. The order sent by the Ordering Party must contain detailed information about the product which is to be the subject of the service and data on the service conditions desired by the Ordering Party.
9. The contract is concluded by submitting a written order by the Ordering Party and its acceptance by the Seller. The order can be sent by post, fax or e-mail. The order shall be deemed accepted when the Seller sends a written confirmation of acceptance of the order to the Seller by fax, mail or e-mail.
10. Placing the order does not bind the Seller, and the lack of response of the Seller to the order does not mean silent acceptance of the order.

11. If the Seller accepts the order with reservations, the Ordering Party shall be bound by the content of these reservations, unless he immediately presents his comments. Immediate submission of comments is considered as a new order.

§2 [Payment Terms]

1. Maintenance and assembly services provided by the Seller are payable, unless the parties agree in writing, including order confirmation.
2. The parties agree on the terms of payment by the Ordering Party individually. If nothing else results from the parties' written arrangements, the price that the Ordering Party is obliged to pay to the Seller is payable by transfer to the Seller's bank account within the time limit indicated on the invoice. The Seller may provide for the necessity for the Ordering Party to make a prepayment.
3. The prices provided by the Seller are net prices, to which VAT should be added according to the rate applicable on the day of issuing the invoice.
4. In the event of a discrepancy between the price for maintenance services specified in the price list and the price specified in the order confirmation, the price specified in the order confirmation shall apply.
5. Prices for assembly services are determined individually each time.
6. Unless otherwise stated, the price for services includes the cost of travel for service technicians / installers and their remuneration, as well as the cost of spare parts. The Seller reserves the right to change the price of the service and / or change the terms of its performance, if it turns out that after inspection of the place of service or inspection of the device, the scope of service or assembly service necessary to carry out is wider than that specified in the order confirmation. In such a case, the Seller shall provide the Ordering Party with a calculation of the new price of the service and the terms of its performance. Within 3 working days from the day of presenting the calculation of the new price of the service and the conditions of its performance, the Ordering Party may submit a declaration of non-acceptance. Lack of such a statement within the prescribed period is tantamount to acceptance of the new price of the service and the conditions for its performance and the submission of the order by the Ordering Party with the content corresponding to the calculation of the price of the service and the conditions for its performance. Lack of acceptance of the new price of the service and / or the conditions of its performance does not release the Ordering Party from the obligation to pay the price for the service or part of it that has already been performed by the Seller.
7. The price shall be paid in PLN or EUR depending on the arrangements made by the parties.
8. If the price is paid by bank transfer, the date of payment shall be the date on which the Seller's bank account is credited.
9. The Ordering Party shall not be entitled to withhold payment or deduct its receivables from the Seller with other receivables except for cases in which the Ordering Party's claims against the Seller have been confirmed by a legally binding court judgment or have been acknowledged by

the Seller. The transfer of the Purchaser's claims against the Seller requires the Seller's consent expressed in writing under pain of nullity.

§ 3 [Performance of the Contract]

1. The place and date of the service shall be agreed by the parties individually. The agreed dates are for information purposes only. Failure to meet the deadline for the performance of the service by the Seller entitles the Ordering Party to claim its rights only if the Seller, despite the additional deadline agreed in writing with the Ordering Party, still - despite the written request - does not perform the services.
2. If the Seller does not perform the service within the agreed time due to an obstacle caused by reasons beyond its control, including due to untimely delivery of spare parts by the Seller's suppliers, force majeure, unpredictable disruptions in the work of the Seller - e.g. power failure, transport and customs delays, transport damage, including roadblocks, time restrictions on road transport of heavy goods, material and raw material shortages - the deadline for the service is automatically extended by the duration of this obstacle.
3. The deadline for providing the service may also be extended due to the lack of cooperation of the Ordering Party in the performance of the service.
4. During the performance of the contract, the Ordering Party undertakes to cooperate with the Seller, including in particular:
 - a. Provide the Seller with the documents and information necessary for the service;
 - b. At its own expense, provide, if necessary, auxiliary personnel necessary to perform the service (e.g. during unloading works);
 - c. Provide appropriate conditions for Seller's employees to provide services to the Ordering Party;
 - d. Provide materials and resources necessary in the event of the necessity to test the device;
 - e. Allow the Sellers' employees to commence work immediately upon arrival at the place of service;
 - f. Inform the Seller's employees performing the service of hazards existing in the Ordering Party's plant and applicable safety regulations, if they do not result directly from the nature of the services performed by the Seller's employees, and inform about violations of such regulations;
 - g. Provide equipment necessary to unload the goods.
5. Any additional costs arising on the part of the Seller due to the lack of cooperation of the Ordering Party shall be borne solely by the Ordering Party. These costs will be billed separately or added to the invoice for the service.

6. Confirmation of acceptance of the device at the Seller's service in order to perform the ordered service is a written confirmation of acceptance of the service.
7. The performance of the service is confirmed in the case of the maintenance services performed at the Seller's maintenance service place.
8. The performance of the service is confirmed in the case of the service performed at the Ordering Party's place with a protocol, i.e. repair report or maintenance review protocol signed by the service technician and the Ordering Party or a person authorized by the OP.
9. The performance of the device assembly service is confirmed by the assembly protocol and post-assembly tests signed by the installer.
10. Acceptance of the assembly of the device is based on the acceptance protocol signed by the Ordering Party or a person authorized to collect the mounted device.
11. The Ordering Party is obliged to collect the work performed by the Seller. If, within 14 days from the date of notification of the service, the Ordering Party has not collected the work without a justified reason, the acceptance shall be deemed to have been made after the expiry of a specified period. The justified reason for the refusal to accept is not, in particular, defects whose occurrence does not significantly affect the usefulness of the Seller's performance for the purpose of the contract concluded between the parties.
12. The Seller shall issue an invoice for services after they have been performed.
13. Any risk related to the services performed by the Seller, including in particular the risk of accidental loss or damage of the device shall pass to the Ordering Party upon receipt of work or delivery of the device to the Ordering Party. The risk passes to the Ordering Party also when it is delayed with the acceptance.
14. In the event of the service being provided on the Seller's maintenance service place, the Ordering Party undertakes to collect the device being the subject of the service immediately after notifying it of the service. Failure to collect the device within 2 weeks from the date of informing the Ordering Party about the performance of the service entitles the Seller to send the device to the Ordering Party at his expense or to charge him with the costs of storage of the device.
15. A delay in acceptance by the Ordering Party or violation of other obligations of the Ordering Party within the scope of cooperation shall entitle the Seller to seek repair of the damage thus caused, including charging it with additional costs.
16. Detailed obligations of the Ordering Party and the Seller related to the implementation of the assembly service are specified each time in the proposal for the performance of the service provided to the Ordering Party by the Seller, referred to as the offer. This proposal also defines the conditions for the location of the device to be installed. Placing an order by the Ordering Party is tantamount to acceptance of the obligations and guidelines specified in this proposal.

§ 4 [Default by the Ordering Party]

1. If the Ordering Party fails to duly fulfill its obligations to pay the price or its part, including in particular does not pay the price or its part in the agreed amount on the agreed date, or if the payment of the price or its part by the Ordering Party is doubtful due to its financial condition, the Seller's claims against the Ordering Party become immediately due and payable. In such a case, the Seller may refrain from performing his services until the Ordering Party provides appropriate security or payment of the entire price in advance
2. If the Ordering Party does not properly fulfill its obligations regarding the payment of the price or its part, in particular does not pay the price or part thereof in the agreed amount within the set time limit, the Seller may also:
 - a. Set an additional deadline for payment and withdraw from the contract after its ineffective expiry;
 - b. Require the Ordering Party to repair any damage resulting from his failure to perform his obligation;
 - c. Require the Ordering Party to pay statutory interest;
 - d. Require the Ordering Party to return products issued to him subject to ownership within the meaning of these TMAS, with the return being made at the expense of the Ordering Party within 14 days of delivery to the Ordering Party in writing of a written request for reimbursement by the Seller.

§5 [Title retention clause]

1. The Seller reserves the ownership of spare parts issued to the Ordering Party or assembled, until the moment when all claims against the Ordering Party are satisfied, regardless of their legal basis and the time in which they arose.
2. With respect to the reserved parts, the Seller shall be entitled to purchase, at the expense of the Customer, insurance against theft, destruction, fire, water and other damage reducing the value of such items, unless the Ordering Party proves that he has taken out such insurance himself.
3. During the validity of the retention of ownership, the Ordering Party may use parts whose ownership has been reserved in accordance with their intended use in the scope of the company's own business.
4. In case of mounting spare parts in other items, the Seller becomes a co-owner of the resulting item in the amount corresponding to the ratio of the value of the parts subject to retention of title to the value of other items subject to merger or processing at the time of their making, unless mandatory provisions of law provide otherwise.
5. In the event that the Seller requests the return of items subject to the retention of title, the Ordering Party shall be responsible for their return in a non-deteriorated condition compared to the state in which they were at the time of accepting the subject of the order.

6. The Ordering Party may not dispose the parts covered by the retention of title or encumber these items in any way, including sell, rent, pledge or provide any security on those parts, unless the Seller agrees to such action in writing.

§6 [Seller's liability policy]

1. The Seller shall be liable only for the loss suffered by the Ordering Party due to willful misconduct or gross negligence of the Seller. The remainder of the Seller's liability is excluded. In case of doubt, the Seller's liability does not include compensation for damage related to expected benefits, lost profit, production losses, loss of market reputation, etc.
2. The Seller is not responsible for incorrect or inappropriate interpretation of information and technical data contained in catalogs, prospectuses, websites and other advertising materials received or obtained by the Ordering Party.
3. The use and maintenance of the product not in accordance with its intended use, operational requirements, manufacturer's instructions or technical knowledge releases the Seller from the liability provided for by the provisions and this TMAS.
4. The exclusion or limitation of the Seller's liability also includes the exclusion or limitation of the civil liability of the Seller's employees, its representatives and persons entrusted with the performance of the service.

§7 [Confidentiality]

1. Any information that the Parties learned at the stage of negotiating, concluding or performing the contract, and which was provided to one party by the other subject to confidentiality, may not be disclosed to third parties.
2. The above obligation extends in particular to representatives, proxies and employees of the Parties.
3. The obligation of confidentiality does not apply to situations in which a Party will be required to disclose certain confidential information in accordance with mandatory legal provisions, a final court decision or a final administrative decision.
4. Violation of the prohibition referred to in § 7 point 1 raises liability for damages towards the other Party if it has suffered damage as a result of unauthorized disclosure of information.

§8 [Dispute resolution and applicable law]

1. The parties should strive for amicable settlement of disputes.
2. Any disputes that may arise against the background of this TMAS as well as contracts and orders, the Parties shall submit to a Polish common court competent for the seat of the Seller.

3. The law applicable to all contracts concluded with the Ordering Party using this TMAS is Polish law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods, drawn up in Vienna on 11 April 1980.

§9 [Final provisions]

1. In matters not covered by this TMAS, the provisions of the Civil Code and other relevant provisions of applicable law shall apply.
2. The invalidity or ineffectiveness of any provision of this TMAS shall not cause the invalidity or ineffectiveness of the remaining provisions of the TMAS and the contracts implemented on its basis. In this case, in place of the ineffective or unenforceable provision, the provision that most fully reflects the purpose of the contract concluded by the parties using TMAS.